

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Steven M. Larimore
Court Administrator * Clerk of Court

299 East Broward Boulevard
Fort Lauderdale, Florida 33301
(954)769-5403

January 24, 2008

PHILIP BURTON
UNITED STATES COURTHOUSE
16TH FLOOR
450 GOLDEN GATE AVENUE
SAN FRANCISCO, CA 94102-3434
415-522-2000
IN RE: USA vs. BRANDY C. AYCOCK
Our Case No: 08-6015-SNOW
Your Case No: CR-07-00788-07-JF

FILED
JAN 29 2008
CLERK OF DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

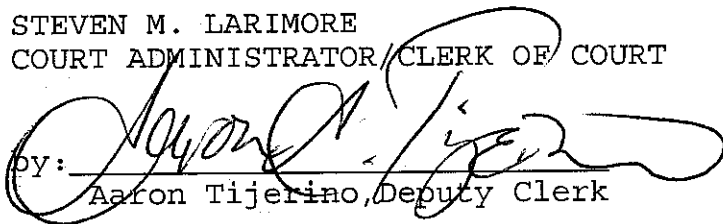
Dear Fellow Clerk:

Please find enclosed our original Magistrate file and a copy of the docket sheet which is being transferred to your jurisdiction pursuant to an Order of Removal (Rule 40). Any cash bond which may have been posted will be forwarded at a later date from the Financial Section of this District.

Please acknowledge receipt on the copy of this letter.

Respectfully,

STEVEN M. LARIMORE
COURT ADMINISTRATOR/CLERK OF COURT

by: 
Aaron Tijerino, Deputy Clerk

Receipt acknowledged by: _____

Print Name: _____

Title: _____

Date: _____

CLOSED

**U.S. District Court
Southern District of Florida (Ft. Lauderdale)
CRIMINAL DOCKET FOR CASE #: 0:08-mj-06015-LSS-ALL
Internal Use Only**

Case title: USA v. Aycock

Date Filed: 01/17/2008

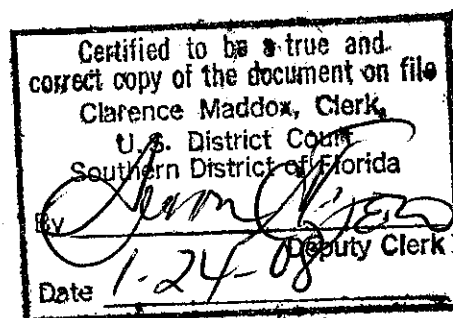
Assigned to: Magistrate Judge Lurana
S. Snow

Defendant

Brandi C. Aycock (1)
DOB *1976* USMS 77542-004

Pending Counts

None

Disposition**Highest Offense Level (Opening)**

None

Terminated Counts

None

Disposition**Highest Offense Level (Terminated)**

None

Complaints

18:371.F CONSPIRACY TO
DEFRAUD THE UNITED STATES

Disposition**Plaintiff**

USA

represented by **Robin Waugh-Farretta**
United States Attorney's Office
500 E Broward Boulevard
7th Floor
Fort Lauderdale, FL 33301-3002
954-660-5692
Fax: 356-7336
Email: robin.waugh@usdoj.gov

LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
01/17/2008	<u>1</u>	Magistrate Removal of Indictment from Northern District of California as to Brandi C. Aycock Case number in the other District CR-07-00788-08-JF as to Brandi C. Aycock. (at) (Entered: 01/17/2008)
01/17/2008	<u>2</u>	Report Commencing Criminal Action as to Brandi C. Aycock - DOB: **/**/*1976* Prisoner #: 77542-004 (at) (Entered: 01/17/2008)
01/17/2008	<u>3</u>	Arrest of Brandi C. Aycock (at) (Entered: 01/17/2008)
01/17/2008	<u>3</u>	Order on Initial Appearance as to Brandi C. Aycock for proceeding held on 1/17/2008 Bond Hearing set for 1/18/2008 01:00 PM in Fort Lauderdale Division before Magistrate Judge Lurana S. Snow. Removal Hearing set for 1/18/2008 01:00 PM before Magistrate Judge Lurana S. Snow. Report Re: Counsel Hearing set for 1/18/2008 01:00 PM in Fort Lauderdale Division before Magistrate Judge Lurana S. Snow. (Signed by Magistrate Judge Lurana S. Snow on 1/17/08.) (at) (Entered: 01/17/2008)
01/17/2008	<u>4</u>	Minute Entry for proceedings held before Judge Lurana S. Snow :Initial Appearance as to Brandi C. Aycock held on 1/17/2008. Deft advised of charges. New name is Yurgealitis. (Tape #LSS-08-003-1400-1600/2200.) (at) (Entered: 01/17/2008)
01/18/2008	<u>5</u>	Minute Entry for proceedings held before Judge Lurana S. Snow :Report Re: Counsel Hearing as to Brandi C. Aycock held on 1/18/2008, Bond Hearing as to Brandi C. Aycock held on 1/18/2008. \$200,000 CSB. Deft waives removal order of removal to be signed. Special Conditions: Surrender all passports and travel documents to the Pretrial Services Office;Report to Pretrial Services as directed;May travel to and from ND/CA location and must notify Pretrial Services of travel plans before leaving and upon return.; (Tape #LSS-08-003-2563.) (at) (Entered: 01/18/2008)
01/18/2008	<u>6</u>	\$200,000 CSB Bond Entered as to Brandi C. Aycock Receipt # IS250K-3060. Approved by Judge Lurana S. Snow Special Conditions: Surrender all passports and travel documents to the Pretrial Services Office;Report to Pretrial Services as directed;May travel to ND/CA and from location and must notify Pretrial Services of travel plans before leaving and upon return.; (at) (Entered: 01/24/2008)
01/18/2008	<u>7</u>	WAIVER OF REMOVAL HEARING of Rule 5(c)(3) Hearing by Brandi C. Aycock (at) (Entered: 01/24/2008)
01/18/2008	<u>8</u>	ORDER OF REMOVAL as to Brandi C. Aycock re 7 Waiver of Rule 5 (c)(3) Hearing filed by Brandi C. Aycock, (Signed by Magistrate Judge Lurana S. Snow on 1/18/08.) (at) (Entered: 01/24/2008)
01/24/2008	<u>9</u>	Transmittal Letter as to Brandi C. Aycock sent to ND of California with

		Originals and Certified Copy of Docket Sheet (at) (Entered: 01/24/2008)
01/24/2008		***Set/Clear Flags as to Brandi C. Aycock (at) (Entered: 01/24/2008)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

APPEARANCE BOND: _____

CASE NO.: 08-6015-LSS

UNITED STATES OF AMERICA
Plaintiff,

JAIL # _____

v.

Brandi Aycock
Defendant,

I, the undersigned defendant and I or we, the undersigned sureties, jointly and severally acknowledge that we and our personal representatives, jointly and severally, are bound to pay the United States of America, the sum of \$ 200,000 Corporate Surety.

STANDARD CONDITIONS OF BOND

The conditions of this bond are that the defendant:

1. Shall appear before this court and at such other places as the defendant may be required to appear, in accordance with any and all orders and directions relating to the defendant's appearance in this case, including appearance for violation of a condition of the defendant's release as may be ordered or notified by this court or any other United States District Court to which the defendant may be held to answer or the cause transferred. The defendant is to abide by any judgment entered in such matter by surrendering to serve any sentence imposed and obeying any order or direction in connection with such judgment. This is a continuing bond, including any proceeding on appeal or review, which shall remain in full force and effect until such time as the court shall order otherwise.

2. May not at any time, for any reason whatever, leave the Southern District of Florida or other District to which the case may be removed or transferred after he or she has appeared in such District pursuant to the conditions of this bond, without first obtaining written permission from the court, except that a defendant ordered removed or transferred to another district may travel to that district as required for court appearances and trial preparation upon written notice to the Clerk of this court or the court to which the case has been removed or transferred. The Southern District of Florida consists of the following counties: Monroe, Miami-Dade, Broward, Palm Beach, Martin, St. Lucie, Indian River, Okeechobee, and Highlands.

3. May not change his or her present address as recorded on page 5 of this bond without prior permission in writing from the court.

4. Is required to appear in court at all times as required by notice given by the court or its clerk to the address on this bond or in open court or to the address as changed by permission from the court. The defendant is required to ascertain from the Clerk of Court or defense counsel the time and place of all scheduled proceedings on the case. In no event may a defendant assume that his or her case has been dismissed unless the court has entered an order of dismissal.

5. Shall not commit any act in violation of state or federal laws.

SENNED

DEFENDANT: NyCockCASE NUMBER: 08 0015 LSS

PAGE TWO

SPECIAL CONDITIONS OF BOND

In addition to compliance with the previously stated conditions of bond, the defendant must comply with the special conditions checked below:

- ☒ a. Surrender all passports and travel documents, if any, to the Pretrial Services Office and not obtain any travel documents during the pendency of the case; *Surrender of passport within 24 hrs*
- ☒ b. Report to Pretrial Services as follows: ☒ as directed or _____ times in person and _____ times by telephone;
- ☐ c. Submit to substance abuse testing and/or treatment as directed by Pretrial Services;
- ☐ d. Refrain from excessive use of alcohol, or any use of a narcotic drug or other controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. § 802), without a prescription by a licensed medical practitioner;
- ☐ e. Participate in mental health assessment and/or treatment;
- ☐ f. Participate and undergo a sex offense specific evaluation and treatment;
- ☐ g. Maintain or actively seek full-time employment;
- ☐ h. Maintain or begin an educational program;
- ☐ i. Avoid all contact with victims of or witnesses to the crimes charged, except through counsel;
- ☐ j. Refrain from possessing a firearm, destructive device or other dangerous weapons;
- ☐ k. None of the signatories may sell, pledge, mortgage, hypothecate, encumber, etc., any property they own, real or personal, until the bond is discharged, or otherwise modified by the Court;
- ☐ l. May not visit commercial transportation establishment: *airports, seaport/marinas, commercial bus terminals, train stations, etc.;*
- ☐ m. No access to the internet via any type of connectivity device (*i.e. computers, pda's, cellular phones, tv's*), and follow instructions as outlined in the agreement waiver provided to you by Pretrial Services;
- ☐ n. **HOME CONFINEMENT PROGRAM** The defendant shall participate in one of the following home confinement program components and abide by all the requirements of the program which () will not or () will include electronic monitoring or other location verification system, paid for by the defendant based upon his/her ability to pay () or paid for by Pretrial Services ().
- ☐ Curfew: You are restricted to your residence every day from _____ to _____, or as directed by the Court.
- ☐ Home Detention: You are restricted to your residence at all times except for: () medical needs or treatment, () court appearances, () attorney visits or court ordered obligations, and () other _____.
- ☐ o. **HALFWAY HOUSE PLACEMENT** The defendant shall reside at a halfway house or community corrections center and abide by all the rules and regulations of the program. You are restricted to the halfway house at all times except for: () employment; () education; () religious services; () medical, substance abuse, or mental health treatment; () attorney visits; () court appearances; () court ordered obligations; () reporting to Pretrial Services; and () other _____.
- ☒ p. May travel to and from: ND/CA, and must notify Pretrial Services of travel plans before leaving and upon return.
- ☐ q. Comply with the following additional conditions of bond: _____

DEFENDANT:

CASE NUMBER:

PAGE THREE

Aycock

08-6015-LSS

PENALTIES AND SANCTIONS APPLICABLE TO DEFENDANT

Violation of any of the foregoing conditions of release may result in the immediate issuance of a warrant for the defendant's arrest, a revocation of release, an order of detention, as provided in 18 U.S.C. § 3148, forfeiture of any bail posted, and a prosecution for contempt as provided in 18 U.S.C. § 401, which could result in a possible term of imprisonment or a fine.

The commission of any offense while on pretrial release may result in an additional sentence upon conviction for such offense to a term of imprisonment of not more than ten years, if the offense is a felony; or a term of imprisonment of not more than one year, if the offense is a misdemeanor. This sentence shall be consecutive to any other sentence and must be imposed in addition to the sentence received for the offense itself.

Title 18 U.S.C. § 1503 makes it a criminal offense punishable by up to five years of imprisonment and a \$250,000 fine to intimidate or attempt to intimidate a witness, juror or officer of the court; 18 U.S.C. § 1510 makes it a criminal offense punishable by up to five years of imprisonment and a \$250,000 fine to obstruct a criminal investigation; 18 U.S.C. § 1512 makes it a criminal offense punishable by up to ten years of imprisonment and a \$250,000 fine to tamper with a witness, victim or informant; and 18 U.S.C. § 1513 makes it a criminal offense punishable by up to ten years of imprisonment and a \$250,000 fine to retaliate against a witness, victim or informant, or threaten to do so.

It is a criminal offense under 18 U.S.C. § 3146, if after having been released, the defendant knowingly fails to appear as required by the conditions of release, or to surrender for the service of sentence pursuant to a court order. If the defendant was released in connection with a charge of, or while awaiting sentence, surrender for the service of a sentence, or appeal or certiorari after conviction for:

- (1) an offense punishable by death, life imprisonment, or imprisonment for a term of fifteen years or more the defendant shall be fined not more than \$250,000 or imprisoned for not more than ten years, or both;
- (2) an offense punishable by imprisonment for a term of five years or more, but less than fifteen years, the defendant shall be fined not more than \$250,000 or imprisoned for not more than five years, or both;
- (3) any other felony, the defendant shall be fined not more than \$250,000 or imprisoned not more than two years, or both;
- (4) a misdemeanor, the defendant shall be fined not more than \$100,000 or imprisoned not more than one year, or both.

A term of imprisonment imposed for failure to appear or surrender shall be consecutive to the sentence of imprisonment for any other offense. In addition, a failure to appear may result in the forfeiture of any bail posted, which means that the defendant will be obligated to pay the full amount of the bond, which may be enforced by all applicable laws of the United States.

DEFENDANT: AycockCASE NUMBER: 68-6015-185

PAGE FOUR

PENALTIES AND SANCTIONS APPLICABLE TO SURETIES

Violation by the defendant of any of the foregoing conditions of release will result in an immediate obligation by the surety or sureties to pay the full amount of the bond. Forfeiture of the bond for any breach of one or more conditions may be declared by a judicial officer of any United States District Court having cognizance of the above entitled matter at the time of such breach, and if the bond is forfeited and the forfeiture is not set aside or remitted, judgment may be entered upon motion in such United States District Court against each surety jointly and severally for the amount of the bond, together with interest and costs, and execution may be issued and payment secured as provided by the Federal Rules of Criminal Procedure and other laws of the United States.

SIGNATURES

I have carefully read and I understand this entire appearance bond consisting of four pages, or it as been read to me, and, if necessary, translated into my native language, and I know that I am obligated by law to comply with all of the terms of this bond. I promise to obey all conditions of this bond, to appear in court as required, and to surrender for service of any sentence imposed. I am aware of the penalties and sanctions outlined in this bond for violations of the terms of the bond.

If I am an agent acting for or on behalf of a corporate surety, I further represent that I am a duly authorized agent for the corporate surety and have full power to execute this bond in the amount stated.

Signed this 18 day of January, 2008 at Ft. Lauderdale, Florida.
 Signed and acknowledged before me: DEFENDANT:(Signature) [Signature]
 WITNESS: Dave Florida
 city state

CORPORATE SURETY
 Signed this 18 day of January, 2007, at Ft. Lauderdale, Florida.
 SURETY: International Fidelity Ins Co. AGENT:(Signature) [Signature]
Panama Florida PRINT NAME: Lia McCaskey
 city state

INDIVIDUAL SURETIES
 Signed this ___ day of ___, 2007, at ___, Florida. Signed this ___ day of ___, 2007 at ___, Florida.
 SURETY:(Signature) _____ SURETY:(Signature) _____
 PRINT NAME: _____ PRINT NAME: _____
 RELATIONSHIP TO _____ RELATIONSHIP TO _____
 DEFENDANT: _____ DEFENDANT: _____
 city state city state

APPROVAL BY COURTDate: 1-18-08Laura S. Snow

DISTRIBUTION: Defendant, Assistant U.S. Attorney, Counsel, U.S. Marshal, Pretrial Services

UNITED STATES MAGISTRATE JUDGE

DO NOT SCAN THIS PAGE

DEFENDANT: Brandi Aycock
CASE NUMBER: 08-6015 LS
PAGE FIVE

PENALTIES AND SANCTIONS APPLICABLE TO SURETIES

Violation by the defendant of any of the foregoing conditions of release will result in an immediate obligation by the surety or sureties to pay the full amount of the bond. Forfeiture of the bond for any breach of one or more conditions may be declared by a judicial officer of any United States District Court having cognizance of the above entitled matter at the time of such breach, and if the bond is forfeited and the forfeiture is not set aside or remitted, judgment may be entered upon motion in such United States District Court against each surety jointly and severally for the amount of the bond, together with interest and costs, and execution may be issued and payment secured as provided by the Federal Rules of Criminal Procedure and other laws of the United States.

SIGNATURES

I have carefully read and I understand this entire appearance bond consisting of four pages, or it as been read to me, and, if necessary, translated into my native language, and I know that I am obligated by law to comply with all of the terms of this bond. I promise to obey all conditions of this bond, to appear in court as required, and to surrender for service of any sentence imposed. I am aware of the penalties and sanctions outlined in this bond for violations of the terms of the bond.

If I am an agent acting for or on behalf of a corporate surety, I further represent that I am a duly authorized agent for the corporate surety and have full power to execute this bond in the amount stated.

Signed this 18 day of January, 2007, at Ft. Lauderdale, Florida.
Signed and acknowledged before me:
WITNESS: _____
ADDRESS: _____
_____ ZIP _____
DEFENDANT: (Signature) [Signature]
ADDRESS: 7839 Silverado Ct.
Davis FL ZIP 33004
TELEPHONE: _____

Signed this 18 day of January, 2007, at Ft. Lauderdale, Florida.
SURETY: International Fidelity Ins Co. AGENT: (Signature) [Signature]
ADDRESS: 1390 NW 16th PRINT NAME: L. A. M. C. - [Signature]
Miami FL ZIP 33125 TELEPHONE: 305 545-9888

INDIVIDUAL SURETIES

Signed this ___ day of ___, 2007, at ___, Florida.
SURETY: (Signature) _____
PRINT NAME: _____
RELATIONSHIP TO
DEFENDANT: _____
ADDRESS: _____
_____ ZIP _____
TELEPHONE: _____

Signed this ___ day of ___, 2007 at ___, Florida.
SURETY: (Signature) _____
PRINT NAME: _____
RELATIONSHIP TO
DEFENDANT: _____
ADDRESS: _____
_____ ZIP _____
TELEPHONE: _____

Only the original Power of Attorney
will bind this Surety.

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
P.O. Box 9810, CALABASAS, CA 91372-9810 (800) 935-2245

POWER NUMBER 15250K-3060

VERIFY FIRST - THIS DOCUMENT IS PRINTED IN BLUE, RED & BLACK INKS.

THIS POWER VOID IF NOT USED BY: December 31, 2008 233,233 POWER AMOUNT \$ 250,000

KNOW ALL MEN BY THESE PRESENTS, that INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of New Jersey, has constituted and appointed, and does hereby constitute and appoint, its true and lawful Attorney-in-Fact, with full power and authority to sign the company's name and affix its corporate seal to, and deliver on its behalf as surety, any and all obligations as herein provided, and the execution of such obligations in pursuance of these presents shall be as binding upon the company as fully and to all intents and purposes as if done by the regularly elected officers of said company at its home office in their own proper person; and the said company hereby ratifies and confirms all and whatsoever its said Attorney-in-Fact may lawfully do and perform in the premises by virtue of these presents.

THIS POWER OF ATTORNEY IS VOID IF ALTERED OR ERASED. THE OBLIGATION OF THE COMPANY SHALL NOT EXCEED THE SUM OF TWO HUNDRED FIFTY THOUSAND *****

AND MAY BE EXECUTED FOR RECOGNIZANCE ON CRIMINAL BAIL BONDS ONLY.

Authority of such Attorney-in-Fact is limited to the execution of appearance bonds and cannot be construed to guarantee defendant's future lawful conduct, adherence to travel limitation, fines, restitution, payments or penalties, or any other condition imposed by a court not specifically related to court appearances. A separate Power of Attorney must be attached to each bond executed. Powers of Attorney must not be returned to Attorney-in-Fact, but should remain a permanent part of the court records.

Bond Amt \$ 200,000- Date Executed 1-18-08

Defendant Brendi A. Cock DOB

Case # 08-6015-255 Appearance Date

Offense

Court County Browns

Court City Ft Lauderdale Court State FL Div/Dept US District

If rewrite, give orig. power ☐ Increase ☐ Decrease

Executing Agent [Signature] Signature/aff applicable, add your COURT assigned Agent #

NOTICE: Stacking of Powers is strictly prohibited. No more than one power from this Surety may be used to post any one bail amount.

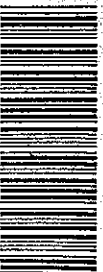
IN WITNESS WHEREOF, said INTERNATIONAL FIDELITY INSURANCE COMPANY, by virtue of authority conferred by its Board of Directors, has caused these presents to be sealed with its corporate seal, signed by its Chairman of the Board and attested by its Secretary, this 23rd day of March, 1998.

Francis M. Mitchell, Chairman of the Board

Norman Konitz, Secretary



NOT VALID FOR IMMIGRATION



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 08-6015-LSS

UNITED STATES OF AMERICA

vs

ORDER OF REMOVAL

BRANDI AYCOCK /

It appearing that in the Northern District of California an indictment was returned against the above-named defendant on a charge of (wire fraud) that the defendant was arrested in the Southern District of Florida and was given a hearing before a United States Magistrate Judge at Fort Lauderdale, Florida, which official committed the defendant for removal to the Northern District of California, it is

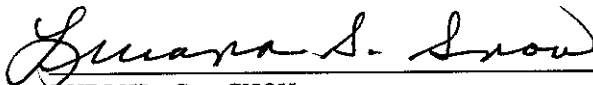
ORDERED AND ADJUDGED that the defendant be removed to the above-named district for trial on said charge.

And it further appearing that the defendant waived further hearing in the said removal proceedings and was held by the Magistrate Judge for removal and posted bail in the amount of \$200,000 CORPORATE SURETY BOND which was approved by the United States Magistrate Judge, and it is further

ORDERED that the defendant shall appear in the aforesaid district at such times and places as may be ordered by that District Court, in accordance with the terms and conditions of aforesaid bail bond furnished by the defendant, and it is further

ORDERED that the funds, plus interest, which may have been deposited on behalf of this defendant with the Clerk of the Court under Bail Reform Act be transferred to the district where removed.

DONE AND ORDERED at Fort Lauderdale, Florida this 18 day of January, 2008.


LURANA S. SNOW
U. S. MAGISTRATE JUDGE

cc: Miami, Financial

SCANNED

UNITED STATES DISTRICT COURT
FOR THE
SOUTHERN DISTRICT OF FLORIDA

Case No: 08-6015-LSS

United States of America


v

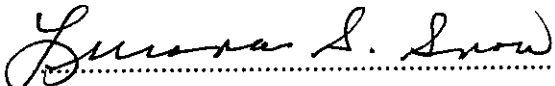
WAIVER OF REMOVAL HEARING

BRANDI AYCOCK

I, BRANDI AYCOCK, charged in a proceeding pending in the NORTHERN District of CALIFORNIA, with violation of (wire fraud) and having been arrested in the Southern District of Florida and taken before Lurana S. Snow, a United States Magistrate Judge for that district, who informed me of the charge and of my right to retain counsel or request the assignment of counsel if I am unable to retain counsel, and to have a hearing or execute a waiver thereof, do hereby waive a hearing before the aforementioned magistrate judge and consent to the issuance of a warrant for my removal to the NORTHERN District of CALIFORNIA where the aforesaid charge is pending against me.

.....January 18....., 2008

..........
Signature of defendant

..........
Lurana S. Snow
United States Magistrate Judge

SCANNED

COURT MINUTES

U.S. MAGISTRATE JUDGE LURANA S. SNOW - FT. LAUDERDALE, FLORIDA

(LSS in KW via video-conference)

DEFT: BRANDI AYCOCK (J)# 77542-004

CASE NO: 08-6015-LSS

AUSA: Robin Waugh Faretta *present*ATTY: Jonathan Goodman (temp) *present*

AGENT: _____

VIOL: _____

PROCEEDING: INQUIRY RE COUNSEL/ STATUS RE
REMOVAL/ POSSIBLE BOND
HEARING

RECOMMENDED BOND: _____

BOND HEARING HELD: ☐ no

COUNSEL APPOINTED: _____

BOND SET @: _____

To be cosigned by: _____

☐ Do not go by any marina or on any boat☐☒ Surrender and / or do not obtain passports / travel documents.☒ Rpt to PTS as directed / or _____ x's a week/month by phone, _____ x's a week/month in person.☐☐☐☐☐ Curfew: _____☒ Travel extended to: ND / CA☐

NEXT COURT APPEARANCE: _____

DATE: _____

TIME: _____

JUDGE: _____

PLACE: _____

INQUIRY RE COUNSEL: _____

PTD/BOND HEARING: _____

PRELIM/ARRAIGN. OR REMOVAL: _____

DATE: 1-18-08

TIME: 1:00pm

FTL/LSS TAPE 08 -

003

Begin: 2563

SCANNED

4

COURT MINUTES

U.S. MAGISTRATE JUDGE LURANA S. SNOW - FORT LAUDERDALE, FLORIDA

DEFT: BRANDI AYCOCK (J)# 77542-004

CASE NO: 08-6015-LSS

AUSA: Robin Waugh Faretta / present

ATTY: Jonathan Goodman

AGENT: _____

VIOL: REMOVAL:ND/CA (wire fraud)

PROCEEDING: INITIAL APPEARANCE

RECOMMENDED BOND: PTD

BOND HEARING HELD - yes / no

COUNSEL APPOINTED: _____

BOND SET @: _____

To be cosigned by: _____

- ☐ Do not violate any law.
- ☐ Appear in court as directed.
- ☐ Surrender and / or do not obtain passports / travel documents.
- ☐ Rpt to PTS as directed / or _____ x's a week/month by phone; _____ x's a week/month in person.
- ☐ Random urine testing by Pretrial Services. _____ Treatment as deemed necessary.
- ☐ Maintain or seek full - time employment.
- ☐ No contact with victims / witnesses.
- ☐ No firearms.
- ☐ Curfew: _____
- ☐ Travel extended to: _____
- ☐ Halfway House _____

Advised of Charges

A new name is Yurgealitis

NEXT COURT APPEARANCE:

DATE:

TIME:

JUDGE:

PLACE:

INQUIRY RE COUNSEL:

PTD/BOND HEARING:

PRELIM/ARRAIGN. OR REMOVAL:

STATUS CONFERENCE:

DATE: 1-17-08

TIME: 11:00am

FTL/LSS TAPE # 08-

003

Begin:

End:

1-18-08 1:00pm

1-18-08 1:00pm LSS

1400 1600

recalled

08-003

2200

SCANNED

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 08-6015-LSS

UNITED STATES OF AMERICA

Plaintiff,

v.

BRANDI AYCOCK

Defendant.

ORDER ON INITIAL APPEARANCE

Language English

Tape No. 08- 003

AUSA Robin Waugh Faretta

Agent

The above-named defendant having been arrested on 1-17-08, having appeared before the court for initial appearance on 1-17-08 and proceedings having been held in accordance with **F.R.C.P. 5 or 40(a)**, it is thereupon

ORDERED as follows:

1. Jonathan Goodman appeared as permanent/temporary counsel of record.

Address: _____

Zip Code: _____ Telephone: _____ 2.

_____ appointed as permanent counsel of record.

Address: _____

Code: _____ Telephone: _____ Zip

defendant shall attempt to retain counsel and shall appear before the court at 1-18-08 on 1:00pm 3. The

Judge Snow Removal + bond 1-18-08 at 1:00pm before Judge Snow

4. Arraignment/Preliminary is set for _____ at _____ before Judge _____

5. The defendant is held in temporary pretrial detention pursuant to 18 U.S.C. Section 3142 (d) or (f) because _____ A

detention hearing, pursuant to 18 U.S.C. Section 3142(f), is set for _____ at _____ before Judge _____.

6. The defendant shall be released from custody upon the posting of the following type of appearance bond, pursuant to 18 U.S.C. Section 3142: _____ This

bond shall contain the standard conditions of bond printed in the bond form of this Court and, in addition, the defendant must comply with the special conditions checked below:

___ a. Surrender all passports and travel document to the Pretrial Services Office.

___ b. Report to Pretrial Services as follows: _____ as directed; _____ times a week /month by phone, _____ times a week/month _____ in person; other: _____

c. Submit to random urine testing by Pretrial Services for the use of non-physician-prescribed substances prohibited by law.

___ d. Maintain or actively seek full time gainful employment.

___ e. Maintain or begin an educational program.

___ f. Avoid all contact with victims of or witnesses to the crimes charged.

___ g. Refrain from possessing a firearm, destructive device or other dangerous weapon.

___ h. Comply with the following curfew: _____

___ i. Avoid all commercial transportation facilities; no airports, no marinas, no bus terminals.

SCANNED

j. Comply with the following additional special conditions of this bond:_____

bond was set: At Arrest _____

On Warrant _____

After Hearing _____

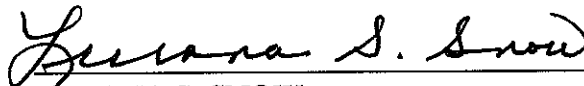
If bond is changed from that set in another District, the reason pursuant to Rule 40(f) is _____

_____ If this space is checked, an evidentiary hearing pursuant to United States v. Nebbia, 357, F.2d 303 (2 Cir. 1966) shall be held prior to the posting of the bond. Such hearing shall be scheduled promptly upon notification to the court that the defendant is ready to post bond.

7. The defendant has been advised by the court that if he or she is released on bond pursuant to the conditions set forth herein or those later ordered by the court, the defendant is subject to arrest and revocation of release and to various civil and criminal sanctions for any violation of those conditions. These various sanctions and penalties are set forth more fully in the Appearance Bond itself.

8. The defendant is committed to the custody of the United States Marshal until an appearance bond has been executed in accordance with this or subsequent court order.

DONE AND ORDERED at Ft. Lauderdale, Florida this 17 day of January, 2008.



LURANA S. SNOW

UNITED STATES MAGISTRATE

cc: Assistant U.S. Attorney
Defendant
Counsel
Copy for Judge
Pretrial Services/Probation

28-6015-155

United States District Court
Northern District of California

SEALED BY ORDER
OF COURT

UNITED STATES OF AMERICA,

v.

WARRANT FOR ARREST

Case Number: CR-07-00788-08-JF

Brandi C. Aycock

To: The United States Marshal
and any Authorized United States Officer

YOU ARE HEREBY COMMANDED to arrest Brandi C. Aycock

and bring him or her forthwith to the nearest magistrate judge to answer a(n)

(X) Indictment () Information () Complaint
() Order of Court () Violation Notice () Probation Violation Petition

charging him or her with: See Below

Count 1

18:371 Conspiracy

Cita F. Escolano

Name of Issuing Officer

Cita F. Escolano

Signature of Issuing Officer

Deputy Clerk

Title of Issuing Officer

12/13/07, San Jose, CA

Date and Location

Bail Fixed at \$ NO BAIL

by Patricia V. Trumbull

Name of Judicial Officer

RECEIVED
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT
OF CALIFORNIA
2007 DEC 13 PM 2:47

RETURN

ORIGINAL WARRANT HELD BY

U.S. MARSHALS, SAN JOSE

EDIFY ABOVE OFFICE UPON ARREST

DO NOT MAKE RETURN ON THIS COPY

This warrant was received and executed with the arrest of the above-named defendant at

Date received

Name and Title of Arresting Officer

Signature of Arresting Officer

Date of Arrest

No.

CR 07 00788

JF

PVT

Under Seal p/7
FILED

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

DEC 13 2007
CLERK OF DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SEALED BY ORDER
OF COURT

THE UNITED STATES OF AMERICA

vs.

AMIT M. EZYONI, ASAF NASS a/k/a "Dan", LIMOR GEFEN
a/k/a "Dana", ELI KAUPP, DANIEL G. RANGEL, BARAK
BRAUNSHAIN, RANDY W. GOLDBERG, BRANDI C. AYCOCK,
DAVID R. LAMONDIN, MATTHEW D. SANDOMIR, STUART H.
SHEINFELD, CAROL HAEUSSLER, CHRISTOPHER A. SARIOL,
and EDUARDO A. SUBIRATS

INDICTMENT

COUNT ONE:

Title 18, U.S.C. § 371 -
Conspiracy to Commit Wire
Fraud and Extortion

COUNTS TWO - FIFTEEN:

Title 18, U.S.C. § 1343 - Wire
Fraud

COUNTS SIXTEEN - TWENTY-THREE:

Title 18, U.S.C. § 1951 -
Extortion

COUNT TWENTY-FOUR:

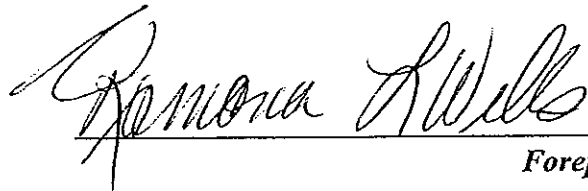
Title 18, U.S.C. § 1956(h) -
Conspiracy to Commit Money
Laundering

COUNTS TWENTY-FIVE - TWENTY-EIGHT:

Title 18, U.S.C. §
1956(a)(1)(A)(1) - Money
Laundering

DOCUMENT NO.	CSA'S INITIALS
1	e
DISTRICT COURT CRIMINAL CASE PROCESSING	

A true bill.


Foreperson

Filed in open court this 12 day of December

A.D. 2007


United States Magistrate Judge

Bail. \$ Arrest Warrants - no bail

Ezyone

Naso

Geyen

Goldberg

aycock

Kaupp

Rangel

Braunshstein

no process for all other
defendants

PV7

SCOTT N. SCHOOLS (SCN 9990)
United States Attorney

**SEALED BY ORDER
OF COURT**

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

AMIT M. EZYONI,
ASAF NASS,
a/k/a "Dan,"
LIMOR GEFEN,
a/k/a "Dana,"
ELI KAUPP,
DANIEL G. RANGEL,
BARAK BRAUNSHTAIN,
RANDY W. GOLDBERG,
BRANDI C. AYCOCK,
DAVID R. LAMONDIN,
MATTHEW D. SANDOMIR,
STUART H. SHEINFELD,
CAROL HAEUSSLER,
CHRISTOPHER A. SARIOL, and
EDUARDO A. SUBIRATS,

Defendants.

CR 07 00788 JF PVT

VIOLATIONS: 18 U.S.C. § 371 --
Conspiracy; 18 U.S.C. § 1343 -- Wire
Fraud; 18 U.S.C. § 1951 -- Extortion; 18
U.S.C. § 1956(h) -- Conspiracy to Commit
Money Laundering; 18 U.S.C. §
1956(a)(1)(A)(I) -- Money Laundering; 18
U.S.C. § 2 -- Aiding and Abetting and
Willfully Causing; 18 U.S.C. § 982 --
Criminal Forfeiture

SAN JOSE VENUE

INDICTMENT

1
2 INDICTMENT

3 The Grand Jury charges:

4 Introductory Allegations

5 At all times relevant to this Indictment:

6 1. AY Transport, Inc. ("AY"), also known as ("a/k/a") Progressive Van Lines ("PVL"),
7 a/k/a Midwest Relocation Services, was a moving company with offices in San Jose, California,
8 engaged in the interstate transportation of household goods ("goods") for members of the public.

9 2. National Moving Network ("NMN"), a/k/a Patriot Moving, a/k/a Premium Relocation
10 Services, was a moving company with offices in Miami, Florida, engaged in brokering the
11 interstate transportation of goods for members of the public.

12 3. Defendant Amit M. Ezyoni was the owner and chief executive officer of AY. As
13 owner and CEO, defendant Ezyoni ran the day-to-day operations of AY.

14 4. Defendant Asaf Nass, a/k/a "Dan," was the operations manager of AY. As operations
15 manager, defendant Nass assisted in running the day-to-day operations of AY.

16 5. Defendant Ezyoni had signatory authority over the primary AY business account,
17 Wells Fargo Bank Account #009-1460212. Defendants Ezyoni and Nass had signatory authority
18 over the primary PVL business account, Bank of America Account #12624-06932.

19 6. Defendant Limor Gefen, a/k/a "Dana," was the office manager of AY. As office
20 manager, defendant Gefen handled customer complaints and assisted in the day-to-day operations
21 of AY.

22 7. Defendant Eli Kaupp was a driver for AY. As a driver, defendant Kaupp participated
23 in the loading and delivery of customers' goods and interacted directly with customers.

24 8. Defendant Daniel G. Rangel was a driver for AY. As a driver, defendant Rangel
25 participated in the loading and delivery of customers' goods and interacted directly with
26 customers.

27 9. Defendant Barak Braunshtain was a driver for AY. As a driver, defendant Braunshtain
28 participated in the actual loading and delivery of customers' goods and interacted directly with

1 customers.

2 10. Defendant Randy W. Goldberg was the owner and president of NMN. As owner and
3 president, defendant Goldberg ran the day-to-day operations of NMN.

4 11. Defendant Brandi C. Aycock was the sales manager for NMN. As sales manager,
5 defendant Aycock supervised sales representatives in their assigned tasks of soliciting customers,
6 taking customer inventories, providing customers with weight and price estimates, collecting
7 customer deposits, and scheduling dates for the loading of customer goods.

8 12. Defendant David R. Lamondin was a sales representative for NMN. As a sales
9 representative, defendant Lamondin solicited customers, took customer inventories, provided
10 customers with weight and price estimates, collected customer deposits, and scheduled dates for
11 the loading of customer goods.

12 13. Defendant Matthew D. Sandomir was a sales representative for NMN. As a sales
13 representative, defendant Sandomir solicited customers, took customer inventories, provided
14 customers with weight and price estimates, collected customer deposits, and scheduled dates for
15 the loading of customer goods.

16 14. Defendant Stuart H. Sheinfeld was a sales representative for NMN. As a sales
17 representative, defendant Sheinfeld solicited customers, took customer inventories, provided
18 customers with weight and price estimates, collected customer deposits, and scheduled dates for
19 the loading of customer goods.

20 15. Defendant Carol Haeussler was a sales representative for NMN. As a sales
21 representative, defendant Haeussler solicited customers, took customer inventories, provided
22 customers with weight and price estimates, collected customer deposits, and scheduled dates for
23 the loading of customer goods.

24 16. Defendant Christopher A. Sariol was a sales representative for NMN. As a sales
25 representative, defendant Sariol solicited customers, took customer inventories, provided
26 customers with weight and price estimates, collected customer deposits, and scheduled dates for
27 the loading of customer goods.

28 17. Defendant Eduardo A. Subirats was a sales representative for NMN. As a sales

representative, defendant Subirats solicited customers, took customer inventories, provided customers with weight and price estimates, collected customer deposits, and scheduled dates for the loading of customer goods.

COUNT ONE: (18 U.S.C. § 371-Conspiracy)

18. Paragraphs 1 through 17 of the Introductory Allegations section are realleged and incorporated as though fully set forth herein.

19. From in or around April 2001 and continuing through approximately October 2005, in Santa Clara County, in the Northern District of California, and elsewhere, the defendants

AMIT M. EZYONI,
 ASAF NASS,
 a/k/a "Dan,"
 LIMOR GEFEN,
 a/k/a "Dana,"
 ELI KAUPP,
 DANIEL G. RANGEL,
 BARAK BRAUNSHITAIN,
 RANDY W. GOLDBERG,
 BRANDI C. AYCOCK,
 DAVID R. LAMONDIN,
 MATTHEW D. SANDOMIR,
 STUART H. SHEINFELD,
 CAROL HAEUSSLER,
 CHRISTOPHER A. SARIOL, and
 EDUARDO A. SUBIRATS,

did knowingly and intentionally conspire to commit acts and offenses against the laws of the United States, that is: wire fraud, in violation of 18 U.S.C. § 1343; and extortion, in violation of 18 U.S.C. § 1951.

OBJECT OF THE CONSPIRACY

20. It was the object of the conspiracy for the defendants to unjustly enrich themselves by luring customers into doing business with NMN by offering them extremely low moving estimates, taking possession of customers' property and then subsequently increasing the price of AY's transport of the customers' goods, and thereafter withholding delivery of their goods until the customers paid the fraudulently inflated price to AY.

MANNER AND MEANS OF THE CONSPIRACY

21. Defendant NMN represented itself to the public as a reputable broker of interstate moves.

1 22. Defendant AY represented itself to the public as a reputable moving company.

2 23. At the direction of defendants Randy W. Goldberg and Brandi C. Aycock, defendants
3 David R. Lamondin, Matthew D. Sandomir, Stuart H. Sheinfeld, Carol Haeussler, Christopher A.
4 Sariol, Eduardo A. Subirats, and other NMN employees provided extremely low moving
5 estimates to customers to induce them to hire NMN to move their goods. These estimates were
6 conveyed by telephone, facsimile, and electronic mail ("e-mail"). Once NMN had secured the
7 customer's contract, they collected a deposit and referred the deal without the customers'
8 knowledge to AY. AY then provided the drivers and trucks to complete the move.

9 24. Defendants Amit M. Ezyoni, Asaf Nass, Limor Gefen supervised the AY drivers
10 assigned to handle the moves, including defendants Eli Kaupp, Daniel G. Rangel, and Barak
11 Braunshtain, among other AY drivers. The drivers typically rushed customers through the AY
12 paperwork, causing them to sign blank or incomplete bills of lading and other documents, and
13 failed to inform them of the actual price of the move prior to loading customer goods.

14 25. Once a customer's goods had been loaded, an AY employee would and did inflate the
15 total price of the move by claiming that the customer's goods weighed more than had been
16 originally estimated by NMN, or by overcharging the customer for packing materials.

17 26. When contacted by customers requesting the delivery of their goods, defendants
18 Amit M. Ezyoni, Asaf Nass, Limor Gefen, and other AY employees demanded full payment of
19 the new, inflated price before AY would deliver the goods. This new, inflated price was often
20 multiple times the initial estimate provided to the customer by NMN.

21 27. Defendants Amit M. Ezyoni, Asaf Nass, Limor Gefen, and other AY employees
22 ignored customers' repeated complaints about the inflated prices.

23 28. When customers refused to pay the inflated price, defendants Amit M. Ezyoni, Asaf
24 Nass, Limor Gefen, and other AY employees arranged to warehouse customer goods, often under
25 the names of individual drivers, and refused to divulge the location of the goods to customers.

26 29. When delivering customer goods, the drivers, acting under the direction of
27 defendants Amit M. Ezyoni, Asaf Nass, Limor Gefen, and other AY employees, demanded that
28 customers pay any outstanding balance before they would unload, or even provide access to, the

1 customer's goods.

2 30. Defendants Amit M. Ezyoni, Asaf Nass, Limor Gefen, and other AY employees
3 refused to adequately compensate customers for any damaged or undelivered goods.

4 31. The extremely low bid price, the referral to AY, the drivers' rushing customers
5 through paperwork, the increase in price after taking possession of customers' goods, and the
6 refusal to release said goods unless the customers paid the increased price were all co-ordinated
7 parts of the conspiracy designed to work together to extort maximum money from the customers.

8 OVERT ACTS

9 32. In furtherance of the conspiracy and to effect its objects, at least one of the co-
10 conspirators committed at least one of the following overt acts, in the Northern District of
11 California and elsewhere:

12 Victim 1: A.B. and K.S.

13 33. On or about July 26, 2002, in a telephone conversation between Colorado and San
14 Jose, California, defendant Amit M. Ezyoni told A.B., an AY customer moving from San Jose,
15 California to Colorado, that A.B.'s goods would not be delivered unless he paid AY a price
16 which had been inflated from the original price estimate provided by NMN.

17 34. On or about July 27, 2002, defendant Daniel G. Rangel refused to unload A.B. and
18 K.S.'s goods until K.S. paid him the inflated price.

19 Victim 2: S.M. and N.G.

20 35. On or about March 7, 2003, defendant David R. Lamondin mailed N.G. an estimate
21 of \$2,880 to move N.G.'s and S.M.'s goods from Colorado to Florida.

22 36. On or about May 1, 2003, defendant Asaf Nass faxed N.G. a letter from San Jose,
23 California to Florida informing N.G. that she was required to wire \$1,500 for the delivery to
24 proceed, informing her that the price had increased from the original price estimate, and stating
25 that full payment of the inflated price was required for the delivery to proceed.

26 37. On or about May 1, 2003, defendant Asaf Nass, speaking in a telephone call from
27 San Jose, California, told an undercover agent posing as N.G. in a telephone call that she would
28 not receive her belongings unless she paid the full inflated price.

1 Victim 3: T.M.

2 38. On or about May 15, 2003, defendant Asaf Nass informed T.M. in a telephone call
3 from San Jose, California to Alabama that the cost of his move had been inflated to \$1,599, and
4 that T.M.'s goods would not be delivered until the additional fees were paid.

5 39. On or about June 9, 2003, defendant Asaf Nass faxed T.M. from San Jose, California
6 to Alabama a request that T.M. wire \$1,199 to AY's business bank account in San Jose,
7 California as partial payment of the inflated price.

8 40. On or about June 18, 2003, defendant Asaf Nass informed T.M. in a telephone call
9 between Alabama and San Jose, California that T.M. would not receive his goods until he had
10 paid the full inflated price.

11 41. On or about July 7, 2003, defendant Eli Kaupp refused to unload T.M.'s goods unless
12 T.M. paid the balance that AY claimed it was owed.

13 Victim 4: R.L.

14 42. On or about September 23, 2003, defendant Matthew D. Sandomir transmitted to
15 R.L. in Florida an estimate of \$1,200 to move her goods from Florida to Tennessee.

16 43. On or about October 19, 2003, defendant Asaf Nass telephoned R.L. from San Jose,
17 California to her location in Tennessee and told her that AY would not deliver her goods unless
18 she paid the inflated price.

19 Victim 5: L.R.

20 44. On or about October 20, 2003, defendant Carol Haeussler transmitted to L.R. in
21 California an estimate of \$2,378 to move his goods from California to Illinois.

22 45. On or about November 3, 2003, in a telephone call between San Jose, California and
23 Illinois, defendant Limor Gefen, a/k/a/ "Dana," informed L.R. that he would not get his goods
24 until he had paid the full amount of the inflated AY price for the move.

25 46. On or about November 3, 2003, in a telephone call between San Jose, California and
26 Illinois, defendant Asaf Nass informed L.R. that he would not get his goods until he had paid the
27 full amount of the inflated AY price for the move.

28 47. On or about December 15, 2003, defendant Asaf Nass faxed from San Jose,

1 California to L.R. in Illinois a settlement agreement with respect to the inflated price.

2 Victim 6: C.M.

3 48. On or about November 18, 2003, defendant Christopher A. Sariol transmitted to
4 C.M. in Florida an estimate of \$1,446.50 to move C.M.'s goods from Florida to Minnesota.

5 49. On or about December 3, 2003, defendant Barak Braunshtain informed C.M, after his
6 goods had been loaded, that the cost of the move had been inflated to \$2,401, and that C.M.
7 would have to pay this full amount prior to receiving delivery of his goods.

8 50. On or about December 10, 2003, defendant Asaf Nass, speaking from San Jose,
9 California, informed C.M. in a that he would not receive his goods until he paid the full inflated
10 price.

11 Victim 7: L.G.

12 51. On or about January 20, 2004, defendant Eduardo A. Subirats e-mailed L.G. from
13 Florida to Aptos, California an estimate of \$2,715 to move L.G.'s goods from Aptos, California
14 to North Carolina.

15 Victim 8: A.G.

16 52. On or about April 23, 2004, in a telephone call from Florida to Massachusetts,
17 defendant Stuart Sheinfeld provided A.G. with an estimate of \$1,855 to move A.G's goods from
18 Massachusetts to Florida.

19 53. On or about June 19, 2004, defendant Barak Braunshtain informed A.G. in a
20 telephone call that the cost of the move had increased to ~~\$2,944~~ and that he would not deliver
21 her goods until she paid the full inflated price. *2,416.80 (PPLW)*

22 54. On or about June 19, 2004, in a telephone call from Florida to San Jose, California,
23 defendant Limor Gefen informed A.G. that Progressive Van Lines would not deliver her goods
24 unless she paid the full inflated price.

25 Victim 9: T.P.

26 55. On or about June 28, 2004, in a telephone call between Louisiana and San jose,
27 California, defendant Asaf Nass informed customer T.P. that his goods would not be delivered to
28 him unless he paid the full amount of a price inflated from the original quote provided by NMN.

All in violation of Title 18, United States Code, Section 371.

COUNTS TWO THROUGH FIFTEEN: (18 U.S.C. §§ 1343 and 2-- Wire Fraud;
Aiding and Abetting)

56. Paragraphs 1 through 17 of the Introductory Allegations section and paragraphs 20 through 31 of Count One are realleged and incorporated as though fully set forth herein.

SCHEME AND ARTIFICE

57. It was the object of the scheme and artifice for the defendants to unjustly enrich themselves by luring customers into doing business with NMN by offering them extremely low moving estimates, taking possession of customers' property and then subsequently increasing the price of AY's transport of the customers' goods, and thereafter withholding delivery of their goods until the customers paid the fraudulently inflated price to AY.

USE OF THE WIRES

58. On or about the dates listed in the separate counts below, in Santa Clara County, in the Northern District of California and elsewhere, the defendants, as listed below as to each count, for the purpose of executing and attempting to execute the scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, did knowingly transmit and cause to be transmitted in interstate commerce by means of wire communications, certain writings, signs, signals and sounds, as more specifically described below:

<u>COUNT</u>	<u>DATE</u>	<u>DEFENDANT</u>	<u>DESCRIPTION OF WIRE COMMUNICATION</u>
2	5/1/03	AMIT M. EZYONI ASAF NASS	Fax from Asaf Nass in California to N.G. in Florida regarding the inflated price of the move and requirement of full payment prior to delivery of goods
3	5/2/03	AMIT M. EZYONI ASAF NASS	Electronic wire transfer of \$1,500 sent from N.G. in Florida to AY in California at direction of Asaf Nass
4	6/9/03	AMIT M. EZYONI ASAF NASS	Fax from Asaf Nass in California to T.M. in Alabama requesting that T.M. wire an additional \$1,199 to AY

1	5	6/18/03	AMIT M. EZYONI ASAF NASS	Telephone call from T.M. in Alabama to Asaf Nass in California regarding the inflated price of the move and requirement of full payment prior to delivery of goods
2				
3				
4	6	10/19/03	AMIT M. EZYONI ASAF NASS	Telephone call from Asaf Nass in California to R.L. in Tennessee regarding the inflated price of the move and requirement of full payment prior to delivery of goods
5				
6				
7				
8	7	10/30/03	RANDY W. GOLDBERG CAROL HAEUSSLER	Fax from NMN in Florida to AY in California conveying estimate for move of L.R.
9				
10	8	11/3/03	AMIT M. EZYONI LIMOR GEFEN	Telephone call from L.R. in Illinois to Limor Gefen in California regarding the inflated price of the move and requirement of full payment prior to delivery of goods
11				
12				
13	9	11/3/03	AMIT M. EZYONI ASAF NASS	Telephone call from L.R. in Illinois to Asaf Nass in California regarding the inflated price of the move and requirement of full payment prior to delivery of goods
14				
15				
16				
17	10	12/15/03	AMIT M. EZYONI ASAF NASS	Fax from Asaf Nass in California to L.R. in Illinois outlining terms of settlement agreement between AY and L.R. regarding inflated price
18				
19	11	12/16/03	AMIT M. EZYONI ASAF NASS	Fax from L.R. in Illinois to Asaf Nass in California signing settlement agreement between AY and L.R. regarding inflated price
20				
21				
22	12	1/20/04	RANDY W. GOLDBERG EDUARDO A. SUBIRATS	E-mail from NMN in Florida to L.G. in California conveying estimate for L.G.'s move from California to North Carolina
23				
24	13	6/19/04	AMIT M. EZYONI LIMOR GEFEN	Telephone call from A.G. in Florida to Limor Gefen in California regarding the inflated price of the move and requirement of full payment prior to delivery of goods
25				
26				
27				
28				

1	14	6/19/04	AMIT M. EZYONI LIMOR GEFEN	Electronic wire transfer of \$1,028 sent from A.G. in Florida to AY in California at direction of Limor Gefen
2				
3	15	6/28/04	AMIT M. EZYONI ASAF NASS	Telephone call from T.P. in Louisiana to Asaf Nass in California regarding the inflated price of the move and requirement of full payment prior to delivery of goods
4				
5				
6				

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNTS SIXTEEN THROUGH TWENTY-THREE: (18 U.S.C. §§ 1951 and 2— Extortion;
Aiding and Abetting)

59. Paragraphs 1 through 17 of the Introductory Allegations section and paragraphs 20 through 31 of Count One are realleged and incorporated as though fully set forth herein.

60. On the dates set forth in the separate counts below, in the Northern District of California, and elsewhere, the defendants did knowingly, willfully, and unlawfully obstruct, delay, and affect, and attempt to obstruct, delay, and affect interstate commerce by means of extortion by demanding and receiving money for moving services from customers, said customers' consent having been induced by the defendants' wrongful use of fear of economic harm, in that, defendants threatened to withhold delivery of customers' goods unless they paid the money that the defendants demanded.

<u>COUNT</u>	<u>DATE</u>	<u>DEFENDANTS</u>	<u>VICTIM(S)</u>
16	3/7/03-5/11/03	RANDY W. GOLDBERG DAVID R. LAMONDIN AMIT M. EZYONI ASAF NASS	S.M. and N.G.
17	4/30/03-7/7/03	RANDY W. GOLDBERG AMIT M. EZYONI ASAF NASS ELI KAUPP	T.M.
18	9/23/03-11/28/03	RANDY W. GOLDBERG MATTHEW D. SANDOMIR AMIT M. EZYONI ASAF NASS	R.L.

1 19 10/20/03–12/16/03 RANDY W. GOLDBERG L.R.
 2 CAROL HAEUSSLER
 3 AMIT M. EZYONI
 4 ASAF NASS
 5 LIMOR GEFEN

6 20 11/18/03–12/20/03 RANDY W. GOLDBERG C.M.
 7 CHRISTOPHER A. SARIOL
 8 AMIT M. EZYONI
 9 ASAF NASS
 10 BARAK BRAUNSHAIN

11 21 1/20/04–3/10/04 RANDY W. GOLDBERG L.G.
 12 EDUARDO A. SUBIRATS

13 22 4/23/04–6/22/04 RANDY W. GOLDBERG A.G.
 14 STUART H. SHEINFELD
 15 AMIT M. EZYONI
 16 LIMOR GEFEN
 17 BARAK BRAUNSHAIN

18 23 5/5/04–8/6/04 RANDY W. GOLDBERG T.P.
 19 AMIT M. EZYONI
 20 ASAF NASS

21 All in violation of Title 18, United States Code, Sections 1951 and 2.

22 COUNT TWENTY-FOUR: (18 U.S.C. § 1956(h) – Conspiracy to Launder Monetary
 23 Instruments)

24 61. Paragraphs 1 through 17 of the Introductory Allegations section, paragraphs 20
 25 through 31 of Count One, and the factual allegations contained in Counts Two through Twenty-
 26 Three are realleged and incorporated as though fully set forth herein.

27 62. From in or around April 2001 and continuing through approximately October 2005,
 28 in Santa Clara County, in the Northern District of California, and elsewhere, the defendants

AMIT M. EZYONI,
 ASAF NASS, and
 RANDY W. GOLDBERG

did knowingly conspire to conduct financial transactions affecting interstate commerce which in
 fact involved the proceeds of specified unlawful activity, that is, wire fraud, in violation of Title
 18, United States Code, Section 1343, and extortion, in violation of Title 18, United States Code,
 Section 1951, with the intent to promote that specific unlawful activity; in violation of Title 18,
 United States Code, Sections 1956(h) and 1956(a)(1)(A)(I).

COUNTS TWENTY-FIVE THROUGH TWENTY-EIGHT: (18 U.S.C. § 1956(a)(1)(A)(I) – Money Laundering)

63. Paragraphs 1 through 17 of the Introductory Allegations section, paragraphs 20 through 31 of Count One, the factual allegations contained in Counts Two through Twenty-Three, and paragraph 3 of Count 24 are realleged and incorporated as though fully set forth herein.

64. On or about the dates indicated for each Count below, in Santa Clara County, in the Northern District of California, and elsewhere, the defendants, as listed below as to each count, did knowingly conduct financial transactions affecting interstate commerce, to wit: the deposit of monies into the AY business account, and the use of those funds to pay NMN and Randy Goldberg, which involved the proceeds of a specified unlawful activity, that is, wire fraud and extortion, as set forth in Counts Two through Twenty-Three, with the intent of promoting the specified unlawful activity, to wit: wire fraud and extortion, as set forth in Counts Two through Twenty-Three, and that while conducting and attempting to conduct such financial transactions knew that the property involved in the financial transaction, that is the deposits and checks summarized as follows, represented the proceeds of some form of unlawful activity:

<u>COUNT</u>	<u>DATE</u>	<u>DEFENDANT</u>	<u>FINANCIAL TRANSACTION</u>
25	5/2/03	ASAF NASS	\$1,500 wire transfer transmitted to AY from N.G. into AY business account Wells Fargo Acct #009-1460212
26	7/15/03	AMIT M. EZYONI	\$13,727.62 check payable to National Moving Network from AY business account Wells Fargo Acct #009-1460212
27	12/23/03	AMIT M. EZYONI	\$14,803.05 deposit into AY business account Wells Fargo Acct #009-1460212
28	1/9/04	AMIT M. EZYONI	\$34,640 check payable to Randy Goldberg from AY Business account Wells Fargo Acct #009-1460212

All in violation of Title 18, United States Code, Section 1956(a)(1)(A)(I).

1 FORFEITURE ALLEGATION: (18 U.S.C. § 981(a)(1)(c) and 28 U.S.C. § 2461(c) -
2 Forfeiture Of Wire Fraud and Extortion Proceeds)

3 65. The factual allegations contained in paragraphs 1-17 of the Introductory Allegations
4 and Counts One through Twenty-Four of this Indictment are realleged and by this reference fully
5 incorporated herein for the purpose of alleging forfeiture pursuant to the provisions of Title 18,
6 United States Code, Section 981(a)(1)(c) and Title 28, United States Code, Section 2461(c).

7 66. Upon a conviction of any of the offenses alleged in Counts One through Twenty-
8 Four, the defendants,

9 AMIT M. EZYONI,
10 ASAF NASS,
11 a/k/a "Dan,"
12 LIMOR GEFEN,
13 a/k/a "Dana,"
14 ELI KAUPP,
15 DANIEL G. RANGEL,
16 BARAK BRAUNSHAIN,
17 RANDY W. GOLDBERG,
18 BRANDI C. AYCOCK,
19 DAVID R. LAMONDIN,
20 MATTHEW D. SANDOMIR,
21 STUART H. SHEINFELD,
22 CAROL HAEUSSLER,
23 CHRISTOPHER A. SARIOL, and
24 EDUARDO A. SUBIRATS,

25 shall forfeit to the United States all property, real or personal, which constitutes and is derived
26 from proceeds traceable to said offenses.

27 3. If, as a result of any act or omission of the defendants, any of said property

- 28 a. cannot be located upon the exercise of due diligence;
- 29 b. has been transferred or sold to or deposited with, a third person;
- 30 c. has been placed beyond the jurisdiction of the Court;
- 31 d. has been substantially diminished in value; or
- 32 e. has been commingled with other property which cannot be divided without
33 difficulty;

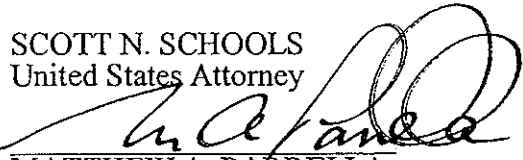
any and all interest defendants have in any other property, up to value of the property described in paragraph 2 above, shall be forfeited to the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by as incorporated by Title 28, United States Code, Section 2461(c) and Rule 32.2 of the Federal Rules of Criminal Procedure.


DATED: 12/12/07

A TRUE BILL.


FOREPERSON

SCOTT N. SCHOOLS
United States Attorney


MATTHEW A. PARRELLA
Chief, San Jose Branch Office

(Approved as to form: )

AUSA NEDROW

UNITED STATES DISTRICT COURT 08-6015-LSS
SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA)
Plaintiff)

-vs-)

Brandi C. Aycock)
Defendant)

CASE NUMBER: CR-07-00788-08-JF

USMS # 77542-004

REPORT COMMENCING CRIMINAL
ACTION

TO: CLERK'S OFFICE MIAMI
U.S. DISTRICT COURT

FT. LAUDERDALE
(circle one)

W. PALM BEACH

NOTE: CIRCLE APPROPRIATE LOCATION FOR APPEARANCE IN MAGISTRATES
COURT ABOVE.

COMPLETE ALL ITEMS: INFORMATION NOT APPLICABLE ENTER N/A.

- (1) DATE AND TIME OF ARREST: 1-17-08 6:45 (a.m.)
(2) LANGUAGE(S) SPOKEN: ENGLISH, some SPANISH
(3) OFFENSE(S) CHARGED: Title 18, Section 371 - Conspiracy - Wire Fraud

(4) UNITED STATES CITIZEN: (☒) YES () NO () UNKNOWN

(5) DATE OF BIRTH: 9/21/1976

(6) TYPE OF CHARGING DOCUMENT: (CHECK ONE)

[☒] INDICTMENT [] COMPLAINT CASE # CR-07-00788-08-JF
[] BENCH WARRANT FOR FAILURE TO APPEAR
[] PAROLE VIOLATION WARRANT

ORIGINATING DISTRICT: Northern District of California

COPY OF WARRANT LEFT WITH BOOKING OFFICER? [☒] YES [] NO

AMOUNT OF BOND: \$ No bail WHO SET BOND? Judicial Officer - Patricia Trumbull

(7) REMARKS: N/A

(8) DATE: 1/17/08 (9) ARRESTING OFFICER: SA Kim Deleo

(10) AGENCY: FBI SA (11) PHONE #: 954-553-3278

(12) COMMENTS: Case Agent: Bill Schureck

Cell: 954-553-9245

SCANNED